

VIDEOACUSTIC, SL- GENERAL CONDITIONS OF SALE FOR PROFESSIONAL CUSTOMERS (B2B)

1. OVERVIEW

1.1. These General Conditions of Sale (the "Conditions") will be valid and applicable to any contract and for all future commercial relations with VIDEOACUSTIC, S.L. (hereinafter "VIDEOACUSTIC") –accessible data: <https://www.azimutbussolutions.com/privacy-policy/> – concerning the sale and delivery of services or products and any ancillary services and being recognized by the purchasing party (hereinafter the "BUYER" or, indistinctly, the "CLIENT") as mandatory. When we refer to the BUYER and VIDEOACUSTIC indistinctly, we will refer to them as the "Parties" or the "Party".

1.2. These Conditions are understood to be accepted by the CLIENT by the mere fact of placing an order with VIDEOACUSTIC, being bound by them from that moment. The acceptance of these Conditions implies that the CLIENT declares and acknowledges that it has full capacity to be bound by virtue of them, stating that it is of legal age with sufficient capacity, if it were a natural person, or a legal representative with sufficient powers of the legal entity that makes the order.

1.3. The CUSTOMER also declares and guarantees to VIDEOACUSTIC that it is an entrepreneur or professional who acts, either directly or through another person on his behalf or following his instructions, solely and exclusively for a purpose related to its commercial, business, trade or profession. The BUYER, therefore, does not hold the status of consumer or user, even in the case of a natural person, since it does not act with a purpose unrelated to its commercial, business, trade or profession activity, nor is it an entity that acts without for profit in a field unrelated to a commercial or business activity.

1.4. These Conditions together with, where appropriate, the particular conditions that may be agreed with the CLIENT, constitute the contract with VIDEOACUSTIC (the "Contract") and to both – *these Conditions of a general nature and the particular agreements that may be reached, which in any case must be formalized in writing with express acceptance of VIDEOACUSTIC* -, the Parties submit regarding the regulation of their legal relationship of a commercial nature, without prejudice to the mandatory regulations that may be applicable.

1.5. VIDEOACUSTIC may amend and/or update these Conditions to the extent that deems appropriate due to technical, business or upgrading circumstances. Those modifications will be published in the same form in which the present ones appear or, at the discretion of VIDEOACUSTIC through a communication. In any case, it is considered that the CUSTOMER expressly accepts the modifications or updates if a new order is placed, assuming the obligation to read the Conditions periodically, and being of application the version in force at the time of processing an order.

1.6. These Conditions will be written in Spanish and, additionally, in English or in other languages that VIDEOACUSTIC may consider. In case of discrepancy, the Spanish version will be the only authentic and applicable between the Parties, prevailing over any other language.

1.7. All references made in these Conditions to days shall be understood to be made to business days, according to the calendar of VIDEOACUSTIC registered office, unless otherwise expressly indicated.

1.8. All offers, order confirmations and deliveries made by VIDEOACUSTIC will be understood to be made under these Conditions, which replace any others incorporated by the CLIENT in any negotiation or purchasing order, renouncing the latter to assert its own purchase conditions, which not even by silence of VIDEOACUSTIC nor by acceptance of an order or supply, will become content of the Contract. No modification, alteration or agreement contrary to what is stipulated herein shall have effect, unless expressly stated in writing by VIDEOACUSTIC.

1.9. Budgets or financial offers from VIDEOACUSTIC will be valid from the date they are sent to the CLIENT and will be valid for a maximum of 30 days unless otherwise expressly agreed.

1.10. No contract for the sale or supply of products or technical assistance service or any other will be understood to be perfected until VIDEOACUSTIC accepts the order in writing, or in the absence of acceptance, until the delivery of the products or provision of the service requested in accordance with the order. It will be understood that the contracts entered into electronically will produce all the effects provided for by the legal system, so it will be understood that VIDEOACUSTIC accepts the order in writing if it issues its confirmation by email or other telematic means (in this case, the non-receipt or proof of the email sent by VIDEOACUSTIC as a result of the configuration of the CUSTOMER's inbox - junk mail or spam - will be the responsibility of the CUSTOMER). In all cases, the place of execution of the Contract, unless otherwise agreed, shall be understood as the place of residence of VIDEOACUSTIC. Orders may not be cancelled once they have been accepted or served, unless accepted in writing by VIDEOACUSTIC, the BUYER being obliged to indemnify VIDEOACUSTIC for all expenses and damages caused, including loss of profits.

1.11. VIDEOACUSTIC reserves the right to modify the specifications of the products with respect to the information provided in its catalogues and advertising material. In the event that, for any reason, the possibility of supplying the offered products is affected, they may be replaced by others with the same or similar characteristics or specifications. The BUYER must verify the price list and the specifications of the products in force at all times, before placing its order through our commercial department.

The BUYER must verify any changes regarding availability, delivery times, specifications and characteristics of the products, services, rates and special offers, which may vary without prior notice. Any liability of VIDEOACUSTIC for errors or omissions in the content of the website is excluded, being only binding the data that is stated in the corresponding confirmation to the order that is made, in accordance with the provisions of the previous Condition 1.9.

1.12 The assignment of the rights and obligations of the Contract will require the written agreement of VIDEOACUSTIC. VIDEOACUSTIC may assign the rights and obligations of ongoing commercial operations to companies of its group or to third parties, prior written communication to the CLIENT.

1.13 The eventual nullity, total or partial, of any of the General or Particular Conditions, will not affect the validity of the Contract itself, and the will of the Parties must be integrated with respect to the null clause, being the rest of the Conditions fully applicable.

2. ORDER PROCESSING.

2.1 The delivery of any order is subject to confirmation and/or acceptance by VIDEOACUSTIC under the terms of Condition 1.9 above. All items offered by VIDEOACUSTIC are subject to availability.

2.2 The characteristics and specifications of the products are those determined and provided by the manufacturer in the corresponding technical documentation, user manuals or in the product itself. VIDEOACUSTIC is not responsible for eventual modifications and improvements made by the manufacturer of the product, except in the case of products designed and manufactured by VIDEOACUSTIC. The provisions of this Condition, and in general in terms of product liability of VIDEOACUSTIC, apply both to (i) products manufactured by third parties under third-party brands and (ii) to products manufactured by third parties under VIDEOACUSTIC's own brands.

2.3 The execution of the order implies the knowledge by the BUYER of the characteristics and specifications of the product or service that it acquires, having had the possibility of being adequately informed and with the necessary advance notice about them.

2.4 Orders for any of our products or services can be made via email, telephone or by any other means that records receipt of the order or that VIDEOACUSTIC expressly accepts.

3. DELIVERY CONDITIONS.

3.1 The sale of the products is carried out under EXW Gandía (Valencia) Incoterms ICC conditions in its most recent version. The delivery and transmission of the risk of the products will take place at the VIDEOACUSTIC facilities at the place of its registered office. VIDEOACUSTIC will contract, at the expense and risk of the BUYER, the transport of the merchandise to the address indicated by the BUYER, sending it by the method and with the company designated by the BUYER. If no transport company is indicated, VIDEOACUSTIC will send the merchandise with the company with which it usually contracts its transport. In case of shipping request, either through the carrier indicated by the BUYER or the usual one of VIDEOACUSTIC, the BUYER expressly assumes the risk of loss or deterioration of the product, regardless of who pays the shipping costs.

3.2 VIDEOACUSTIC may make the delivery before the agreed date, as well as, where appropriate, make partial deliveries if it deems it appropriate, which will produce the delivery, transfer of risk and accrual of the price for said partial delivery.

3.3 The dates or delivery times indicated in the order confirmation will be estimated, and the delay in delivery will not constitute an essential breach. In the event that VIDEOACUSTIC has not delivered the merchandise after 7 days from the indicated delivery date, VIDEOACUSTIC may set an additional term of reasonable duration, which may not exceed half of the initial term, for the fulfillment of its obligation of delivery, after which, the BUYER will be entitled to cancel the order at no cost, and without any liability for damages attributable to VIDEOACUSTIC for that reason.

3.4 VIDEOACUSTIC will not be responsible for the lack of fulfillment of any of its obligations when the same is due to impediments beyond its control or events that could not have been foreseen, or that, foreseen, were unavoidable, as well as in case of acts of any administrative authorities; own or third party labour strikes; lockouts; civil disorders;

earthquakes and any other natural disasters; pandemics or health crises and the measures adopted by the competent authorities for their containment or eradication; lack or inability to obtain raw materials, supplies or equipment from manufacturers or suppliers; or non-functioning of facilities or communications (among others, but not limited to, problems in the computer network, drops or malfunction of the telephone, electrical or Internet network, etc.). In such case, VIDEOACUSTIC will notify the BUYER of the impediment, will be exempt from the fulfillment of its obligations and from any liability for damages or any other contractual or legal penalty, although it will adopt the necessary measures to be able to continue with the fulfillment of the Contract as soon as possible, keeping the BUYER informed regularly about his situation. The period of interruption due to the above causes will not be considered a breach of the Contract.

3.5 Except as provided in these Conditions, VIDEOACUSTIC will not be responsible for any damages that may arise from the delay or lack of delivery of the merchandise, especially loss of profits or any damage or harm derived from delay or loss of production, incurred by the BUYER.

3.6 Without prejudice to the provisions regarding guarantees, changes and returns will only be accepted in the event of a justified error in the delivery, which becomes evident within 3 days from the receipt of the merchandise and only with respect to those products in perfect state. In case of opening of original packaging or plastic seals, it will be at VIDEOACUSTIC's option to return or exchange the product and VIDEOACUSTIC will protect the intellectual property rights of the manufacturer and/or VIDEOACUSTIC in the way it deems appropriate.

4. RETENTION OF TITLE CLAUSE.

4.1 The merchandise supplied will remain the property of VIDEOACUSTIC until full satisfaction of its price. The BUYER may not dispose of, pledge, assign as collateral to third parties or encumber, whatever the means, the merchandise until full payment. Until that time, the BUYER will keep the merchandise in good condition and will identify it, where appropriate, as the property of VIDEOACUSTIC. The exercise of the reservation of ownership will not imply the waiver to demand the fulfillment of the Contract, its resolution and/or the compensation for damages that may be appropriate.

4.2 However, in case of non-compliance with the prohibition of disposition or previous encumbrance, and without prejudice to the actions that may take place, the BUYER expressly assigns, by virtue of this document, in guarantee of any credit against the same in favor of VIDEOACUSTIC, the credits that arise in its favor against third parties as a result of the transmission, encumbrance or transformation, in whole or in part, of the merchandise whose price has not been fully paid.

4.3 In the event of an embargo or any other form of intervention by a third party on the merchandise whose price has not been fully paid, the BUYER shall expressly record the existence of this reservation of ownership and immediately inform VIDEOACUSTIC in writing.

5. PRICE AND METHOD OF PAYMENT.

5.1 The price shall be that of the offer or that which corresponds according to the price list in force at the time of confirmation of the order.

5.2 Prices do not include shipping costs as well as special accessories, installation, technical management, training or complementary services to the delivery of the product, unless otherwise agreed in writing.

5.3 Payment will be made, according to the payment terms established in the agreement, either under prepayment conditions, against delivery of merchandise, deferred payment, etc. and in the agreed manner (transfer, promissory note, confirming, charge to bank account, etc.). Any method of payment will require the express written acceptance of VIDEOACUSTIC, which may be revoked at any time.

5.4 All expenses generated as a result of non-payment on the due date will be borne by the BUYER. In this case, VIDEOACUSTIC will have the right to claim an interest equivalent to the legal interest of money in Spain increased by three points, from the due date to the effective payment date.

The expenses caused by the claim and collection of the price will also be borne by the BUYER, including the fees derived from the management of the collection, lawyer, solicitor even when it is not mandatory, risk insurance companies, etc. In any case, it will be considered that the BUYER has satisfied its obligation to pay only when the amounts are effective and available by VIDEOACUSTIC.

5.5 In the event of total or partial non-payment by the BUYER on the agreed due date for one or more product and/or service orders, VIDEOACUSTIC may suspend or cancel any shipment or pending Contract. The above right of VIDEOACUSTIC will in no case release the BUYER from its contractual obligations in relation to payments owed and receipt of products. VIDEOACUSTIC will not be responsible for any damages or losses, including loss of profits, or damages due to delay or loss of production caused to the BUYER in the event of suspension or cancellation of a shipment or Contract.

5.6 In the event of a delay of more than 30 days in the withdrawal or non-receipt of the merchandise from the time it is made available to the BUYER, a surcharge of 2% per month will be made, prorating periods of less than one month, on the total purchase price, in concept of storage and conservation expenses, insurance and financial expenses. In the event of higher or extraordinary expenses, damages, or losses, VIDEOACUSTIC reserves the right to charge and/or claim in addition to the aforementioned expenses. In any case, if there is a delay in the reception or removal of the merchandise by the BUYER, VIDEOACUSTIC will be entitled to cancel the order or deposit the merchandise, at the expense and risk of the BUYER, in its facilities or in those of a third party; in both cases, without prejudice to the right of VIDEOACUSTIC to claim or charge the BUYER for any damages that may arise, and to return to the BUYER, in the event of eventual advance payments, all or part of said advance payments, once compensated for the expenses and damages derived from the lack of withdrawal or non-receipt of the merchandise, for all of which VIDEOACUSTIC is expressly authorized.

5.7 The BUYER consents and accepts that VIDEOACUSTIC may issue and send its invoices in electronic or digital format.

5.8 VIDEOACUSTIC reserves the right, which is accepted by the BUYER, to compensate any debt that it maintains with the BUYER for any concept with the credit right in its favor derived from an order, both for price and for any other concept, recognized in your favor under these Conditions. The BUYER will not have the same option unless VIDEOACUSTIC expressly accepts it in writing in each specific case.

6. QUALITY AND GUARANTEE. LIMITATION OF LIABILITY.

6.1 The characteristics, benefits and specifications of the products are those determined and provided by the manufacturer or by VIDEOACUSTIC -when those are products manufactured by VIDEOACUSTIC- in the corresponding technical documentation and user manuals. VIDEOACUSTIC warrants that the products will perform substantially in accordance with the manufacturer's or VIDEOACUSTIC's specifications and are free from state-of-the-art defects in material and workmanship under normal use and service. VIDEOACUSTIC does not guarantee special uses other than those determined by the manufacturer or by VIDEOACUSTIC.

6.2. The present guarantee will have a duration of 24 months for all products identified by category A and 12 months for category B, in both cases from the date of the sales invoice; the guarantee will be on the materials in our installations and does not include transportation costs. Products within category A include servers, monitors, etc. Category B products include satellite antennas, antennas in general, storage systems (disks or other technologies), hubs, routers, cables, installations, etc.

In the case of engines, including generator for professional use (both combustion and electric propulsion), this warranty shall have a maximum duration of 12 months from the date of invoice or shall expire after 1,000 hours of use, whichever occurs first.

The change of the product, parts or components will not renew the warranty period nor will it imply the beginning of a new one with respect to them.

6.3 Differences in quantity or external evidence of blows or breakage of the product, both for the sale of the product and for the shipment of repaired or replaced equipment, must be stated at the time of delivery, and the BUYER must notify VIDEOACUSTIC in writing by any means that records its receipt, within a maximum period of 3 days from the date of delivery of the product. After this period, the BUYER will lose any right to claim for lack of quantity or breakage, understanding the merchandise received to its full compliance.

6.4 In case of defects or vices, VIDEOACUSTIC may, at its discretion: (i) repair or replace the defective part or product with another conforming (same or similar characteristics to the purchased, if it is no longer available), at no charge to the BUYER; or (ii) refund the price paid for the defective product. The responsibility of VIDEOACUSTIC will be limited to the replacement of the defective part or part of the product by another of identical characteristics, of maximum value equal to that indicated in the price list for the defective part or part of the product under warranty.

6.5 Repairs will only be carried out after assigning the corresponding RMA repair number provided by the Technical Service Department of VIDEOACUSTIC for which they must

contact it at the telephone number +34962965100 or e-mail satbus@azimut.es, informing of the sales invoice number and a detail of the products, equipment and accessories that you wish to send as well as a detailed description of the defects. Shipments will not be accepted for repair without the corresponding repair number assigned.

6.6 The delivery of the product for repair will be made at the address of VIDEOACUSTIC. In case of delivery of products to VIDEOACUSTIC for repair, the delivery will be made, in any case, at the BUYER's expense.

6.7 Within the guarantee period, the return to the BUYER of the repaired product will also be made freight prepaid by VIDEOACUSTIC to the address provided by the BUYER. VIDEOACUSTIC will send the merchandise through the carriers you trust. For the rest, the delivery conditions established in the previous Condition 3 shall apply.

6.8 If the product does not present a defect or breakdown, both under warranty and outside of it, the BUYER will pay the costs of revision and intervention and those of transport for return.

6.9 Repairs carried out by our SAT enjoy a guarantee on labour (execution of the repair) of 3 months from the date of delivery of the repaired device, and will be valid as long as it is not manipulated or repaired by third parties, or improper use is made of it. The guarantee covers labour and spare parts or materials used in the repair, excluding any other concepts. The conditions established in this Condition will apply to repairs under repair guarantee, especially those referring to differences in quantity or external evidence of blows or breakage of the product (cl. 6.3. and 6.4.). To execute any repair will be treated only under the reference assigned by the SAT service (cl. 6.5.), and under the conditions for delivery and return of repaired products (cl. 6.6., 6.7. and 6.8.).

6.10 After 12 months from the date on which the merchandise should have been withdrawn for repair, the BUYER shall be deemed to have renounced his rights under this Condition and abandoned the merchandise, and VIDEOACUSTIC may dispose of it in the manner it deems appropriate. The BUYER will assume all expenses derived from the possible return, consignment or provision of the merchandise and authorizes in any case the return of the repaired merchandise, postage due, and the charge or compensation of the amounts and expenses accrued against any credits to your favour. The foregoing powers shall be understood without prejudice to the right of VIDEOACUSTIC to claim the expenses and damages that the storage and/or disposal of the abandoned merchandise would have entailed.

6.11 The total liability of VIDEOACUSTIC for any concepts, will not exceed, in any case, the total value of the defective product supplied, which in no case will exceed the sale price thereof. VIDEOACUSTIC will not, in any case, outside the provisions of these Conditions, be liable for any damages, especially loss of profits, indirect damages or damages for expected results, delay or loss of production. Likewise, any liability for reputational damage, moral damage, loss or damage of information or data records is expressly excluded.

6.12 The compensation provided for in these General Conditions will exclude any other compensation due to defects or lack of quality or quantity.

6.13 The BUYER will use the product in accordance with the User Manual, and instructions from the manufacturer or VIDEOACUSTIC. VIDEOACUSTIC will not be liable for any damages of the BUYER, or any third party, arising from the non-observance of the

instructions contained in the Technical Documentation, User Manual or Product Safety Regulations, as well as for breach by the BUYER of the provisions of these Conditions.

6.14 Any warranty shall be excluded in case of improper use, non-observance of the instructions for use and conservation, improper handling, combination of products, fault or negligence of the BUYER or third party, or normal wear and tear due to use. In particular, among others, the guarantee for use of the device with current, voltage or connection to inadequate source will be excluded, as well as in case of damage due to fire, lightning, explosion or oscillation of electrical voltage, humidity, or any natural phenomena or catastrophes. Likewise, the guarantee for use with hardware or software not supplied by VIDEOACUSTIC or in case of handling, intervention or repair of the product by a person other than VIDEOACUSTIC or personnel duly authorized by it will be excluded.

6.15 Any claim of a third party that could result in damage or harm to the BUYER that was compensable by VIDEOACUSTIC in accordance with the provisions of these Conditions, must be communicated in writing, as soon as possible and, in any case, before the expiration of one third of the total legal period that exists to file the actions or remedies that proceed against the aforementioned claim of the third party, providing the BUYER to VIDEOACUSTIC copies of all documentation and any information available in relation to it. Both Parties shall reasonably cooperate with each other in the investigation, evidence and defence of such claim and of any appeal, until its resolution by final judgment. In the event that the BUYER wishes to mediate or reach an agreement or commitment with respect to such claim or risk, said agreement or commitment must have the prior approval of VIDEOACUSTIC, unless the BUYER previously exonerates VIDEOACUSTIC in writing from any liability.

6.16 In the absence of any other period included in these Conditions, the right of the BUYER to claim from VIDEOACUSTIC possible breaches of the obligations established in these Conditions will expire after six (6) months from the date on which the event that gave rise to that possibility of claim occurred or, if it is not possible to take cognizance of the event giving rise to the damage or injury at the time it occurs, within six (6) months following that date on which the BUYER could, applying due diligence, have become aware of the occurrence of the event giving rise to the damage or injury.

6.17 The Parties shall not be liable for any delay or failure to perform in whole or in part of their obligations under this Agreement if such delay or failure to perform is due to force majeure, in accordance with the provisions of these Conditions.

6.18 The beneficiary of this guarantee is the BUYER, to whom the regulations in force at all times for consumers and users do not apply, as they do not hold such condition, as asserted and guaranteed.

6.19 In case of purchase of products for resale to consumers, the BUYER will be responsible and will comply, at his own risk, with the obligations regarding Guarantees in the Sale of Consumer Goods, in accordance with the regulations in force at all times. The purchase of the products for resale or the coverage of the guarantee do not entitle you to provide technical service to customers or repair the product, so you must refrain from manipulating the products or carrying out any type of repair, under penalty of exclusion from the guarantee otherwise, unless there is written authorization from VIDEOACUSTIC to do so.

6.20 When the products and/or services to be provided by VIDEOACUSTIC include providing the BUYER with mobile data and/or supply of SIM cards, the following general obligations will also be observed, without prejudice to the specific ones agreed in each case with the BUYER:

(i) Quality and Use. (a) VIDEOACUSTIC, through its contractual relationship with the network operator, will provide the service in accordance with the quality levels, parameters and methods established by it. In this sense, the BUYER acknowledges that the coverage and quality could be altered by exceptional circumstances beyond the control of VIDEOACUSTIC or by fortuitous causes or force majeure that prevent achieving the committed quality levels. (b) VIDEOACUSTIC will provide the service exclusively in the coverage areas in which the network operator is implanted, not being responsible for interruptions or malfunctions caused by orographic and / or atmospheric conditions. (c) VIDEOACUSTIC will not be liable for suspensions or interruptions or for damages caused by causes beyond its control, which are not attributable to it and / or that depend on the operator.

(ii) General conditions for the supply of SIM cards. (a) The transfer of a SIM is not authorized without prior written notice to VIDEOACUSTIC. (b) The SIM is the property of VIDEOACUSTIC without the BUYER having any rights over it. (c) Risks to the SIM (including damage due to loss, damage to equipment or SIM card) are transferred to the BUYER upon physical delivery. (d) During the custody of the SIM by the BUYER, the cost of a lost or stolen card, including charges for use of the data package, will be borne by the BUYER and an additional amount of € 25 will be included for administration costs. (e) The BUYER shall indemnify VIDEOACUSTIC for losses, costs of all kinds and any damage it may suffer as a result of removing the SIM or using it for any unintended use. (f) The BUYER acknowledges that the terms and conditions of supply of the SIM and the associated processes are subject to possible changes by the SIM provider, although VIDEOACUSTIC will provide the available information on any changes as soon as possible. (g) The BUYER may request the cancellation of a SIM by means of a written request that includes the IMMEI number, the ICCID and the value. The expenses incurred until the request is received and processed by VIDEOACUSTIC will be borne by the BUYER. A decommissioned SIM is not recoverable and must be physically replaced. (h) If in the opinion of VIDEOACUSTIC the SIM is consuming abnormal amounts of data, VIDEOACUSTIC reserves the right to suspend the SIM without notice, in order to identify and solve the problem with the SIM or the unit. i. The BUYER will use the SIM exclusively so that the communication services allow the connection between the AOD server and the Cloud management platform and in no case its use implies: i. the transmission of voice (including VOIP), unless expressly agreed otherwise. ii. provide any service through connectivity services that allows the end user to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, gateway or router; iii. infringe the property rights of a third party (patents, trademarks, trade secrets...); iv. interfere with other users' use of a network or be used to bypass security measures, regardless of whether it results in corruption or loss of data; v. use Internet Relay Chat ("IRC"), peer-to-peer file sharing ("P2P"), bit torrent, or proxy server network, spam, spam, unsolicited email or commercial messaging services or software, or maintain an open SMTP gateway.

(iii) Use of the SIM. The BUYER shall not: (a) modify, adapt, alter, translate or create derivative works of the services provided by VIDEOACUSTIC or the SIMs; (b) merge or use the SIMs with any other hardware, software, products or services other than those of the object of these Conditions or that have not been expressly authorized by VIDEOACUSTIC; (c) subcontract, lease, rent, lend, disclose or transfer the SIMs to third parties; (d) reverse

engineer, decompile, disassemble or attempt to derive the source or object code of the SIM cards or any software running on the SIM cards; (e) resell or use the services provided by VIDEOACUSTIC to provide services to third parties or allow third parties remote access and use of such services or use or allow the SIM cards to be used to develop a product line that is similar to SIM cards except to the extent necessary for the purposes; (f) publish the results of any comparative test of the operation of the SIM, its components, the cellular network or the services provided by VIDEOACUSTIC; (g) use the SIM cards for any purpose other than for the services provided by VIDEOACUSTIC related to the subject matter of these Conditions and specific applications as agreed in writing or allow the use of the SIM in order to make the operation of the cellular network or the quality of the services provided by VIDEOACUSTIC jeopardize the operation of the cellular network or the quality of the services provided by VIDEOACUSTIC, impaired or disrupted or to interfere with the integrity or security of telecommunications or the IT network or system; or, (h) use or copy the SIM Cards except as expressly permitted in these Terms.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

7.1 VIDEOACUSTIC has the ownership, either as creator and owner, or as licensee of third parties, of all the rights over the systems that form the basis of the Services it provides. The contracting of any of the services does not imply whatsoever a transfer of ownership of the same but exclusively a right to use the implemented system, under the terms and conditions regulated herein, without the BUYER having any right to disclose and/or publish, reproduce, distribute, publicly communicate or transform all or part of such creation, without prior written authorisation from VIDEOACUSTIC.

7.2 The BUYER does not acquire any rights, except those rights and licenses essential for compliance with these Conditions. The license granted to the BUYER on the software is non-exclusive, non-transferable and non-sub-licensable, and it extends to the software modules depending on the contracted services. The license is conditioned to the fulfillment by the BUYER of the effective payment of the agreed price. Any rights in the software other than the right of use are expressly excluded from the license, such as -but not limited to- the rights of reproduction, transformation, distribution and public communication. Consequently, the BUYER may not sell, rent, loan, distribute, assign, license, sublicense or transfer the service in any way to third parties, except in accordance with the provisions of these Conditions or with the prior express written authorization of VIDEOACUSTIC. The BUYER is prohibited from -including but not limited to- reverse engineering, decompiling, disassembling, reproducing, translating, modifying, versioning, marketing, duplicating, transforming or transmitting to a person or entity, in whole or in part, in any form or by any means, whether mechanical, magnetic or otherwise, or remove any proprietary notice, including but not limited to, the logical diagrams, source codes, object and / or the data model, without prior and express written authorization of VIDEOACUSTIC. The BUYER must protect and physically and logically safeguard the application, its contents, logical procedures, as well as the access and security mechanisms. In the event that the BUYER considers that any of the existing contents in the technological solution have been introduced in it with violation of copyright or other intellectual property protection rights, he will immediately notify VIDEOACUSTIC of this circumstance, sending notification to the email address esendra@azimut.es

7.3 The BUYER undertakes to indemnify VIDEOACUSTIC for any claim, in cases where the infringement is motivated by the use made of the equipment or software in conjunction with another device or software not provided by VIDEOACUSTIC.

8. DISSEMINATION OF CONTENTS

8.1 Entertainment content, protected by intellectual property laws, is marketed, in the case of audiovisual productions, under non-commercial public display licenses. This type of license is granted by the production companies that own the rights to the works or by their representatives (hereinafter Licensors) and is limited to each venue (but in this case), exclusively allowing non-commercial broadcasting in said venue of the different content object of the same. In these cases, the BUYER will confirm the data on contracting the license, so that VIDEOACUSTIC can proceed to load the contents in the system of the contracted title pack that appears in the particular conditions established in each case.

8.2 In the event that the BUYER supplies content directly requesting its loading in the Azimut Entertainment solution or in any other solution that VIDEOACUSTIC, or its group company, owns or may be in the future, it declares to hold or have assigned all the rights of exploitation of intellectual property over them, in particular: regarding the license for public communication and for the reproduction of the work in the form of digitization and transformation of its format into the solution owned by VIDEOACUSTIC in each case, exonerating it from liability for any breach that may occur due to any of said actions. Likewise, VIDEOACUSTIC is exempt and will not assume responsibility if the BUYER uses other repertoires other than those licensed.

8.3 VIDEOACUSTIC is exempt and will not assume any responsibility in relation to the contracting of content by the BUYER, with the licensor or any other content provider. VIDEOACUSTIC is expressly exempt from any liability arising from the use by the BUYER of the Azimut Entertainment solution or any other that VIDEOACUSTIC, or its group company, owns or may be in the future without the appropriate license or in any way that violates the intellectual property rights of any third party; committing the BUYER to hold harmless VIDEOACUSTIC from any liability in case of infringement of the contracted license rights, or any intellectual property rights of third parties.

8.4 To the extent that VIDEOACUSTIC can be considered an intermediary consisting of hosting data provided by the BUYER, VIDEOACUSTIC will not be responsible for the information stored at the request of the recipient in accordance with Law 34/2002 on Services of the Information Society and of Electronic Commerce, provided that you do not have effective knowledge that the activity or information stored is illegal or that it damages goods or rights of a third party liable for compensation or, if you do, act diligently to remove the data or make it impossible to access to them.

9. USE OF THE BUYER'S DATA.

9.1 The personal data included in the Contract or collected throughout the term of the contractual relationship, will be collected and processed by VIDEOACUSTIC, whose address for these purposes are those contained in our Legal Notice <https://www.azimutbussolutions.com/en/privacy-policy/> in order to carry out an adequate management of the contractual relationship established between the Parties within the framework of the Contract.

9.2 The legal basis that legitimizes the data processing is: (i) The existence of a legal relationship or contract. (ii) The legitimate interest in carrying out an adequate management and relationship between the Parties (which makes it necessary to process the data of

representatives, signatories, contact persons for adequate control and monitoring of the obligations and rights acquired as a result of this agreement).

9.3 The data will be processed by the commercial, financial and accounting areas of VIDEOACUSTIC, as well as by the departments that manage or authorize the Contract and the subsequent fulfillment of the obligations contained therein. VIDEOACUSTIC, as data controller, will store for the entire duration of the contractual relationship between the Parties, and for an additional period of six years once said relationship has ended, in compliance with article 30 of the Commercial Code, which may be extended in certain assumptions according to the data retention policy of VIDEOACUSTIC.

9.4 VIDEOACUSTIC may communicate personal data to: (i) other companies in its group, for commercial, administrative and management purposes; and, (ii) to companies with which VIDEOACUSTIC has signed, or with which it signs, distribution, manufacturing or commercial collaboration contracts that make communication necessary.

9.5 Interested parties have the right to access, rectify, cancel, delete and oppose the processing of data, as well as to exercise the rest of the rights recognized in current regulations on data protection, by contacting VIDEOACUSTIC. Likewise, they may inform the Spanish Data Protection Agency if they consider that their rights have not been duly addressed or they think that their data has been illicitly processed (www.aepd.es).

9.6 The CLIENT may expand the information on the treatment that VIDEOACUSTIC does or may do of their personal data by accessing its Privacy Policy.

10. EXPORT.

10.1 If it is necessary to export the products outside the EU or within it, compliance with the applicable regulations, payment of taxes or fees, obtaining the corresponding licenses or permits, customs procedures and formalities in general.

10.2 The conditions of sale, delivery and transfer of risk for export will in any case be EXW Gandía (Valencia) Incoterms ICC in its most recent version. In case of shipment of the merchandise, these Conditions will apply.

11. CODE OF ETHICS. ANTI-CORRUPTION AND LAW ENFORCEMENT.

11.1 The BUYER declares under his responsibility that he knows, understands and has complied and will comply with all anti-corruption laws applicable in Spain and in any other country in which he operates or with which he maintains economic or business relations. In this sense, the BUYER undertakes to carry out its business without incurring in illegal, unethical or fraudulent conduct, expecting VIDEOACUSTIC to act in accordance with the ethical and professional standards of VIDEOACUSTIC itself, including prompt communication of conduct illegal, fraudulent or unethical.

11.2 VIDEOACUSTIC has established notification mechanisms and prohibits retaliation or any other adverse action for the notification of violations of such principles. To report any serious matter or make a complaint, contact compliance@azimut.es

11.3 Each of the Parties will comply with the applicable regulations, applicable laws, rules, ordinances and regulations that are applicable to the execution of this Agreement. In no case

will the Parties be obliged under this Agreement to carry out actions that they consider, in good faith, that could motivate the violation of any law, rule, ordinance or regulation that is applicable to them.

11.4 The BUYER shall notify VIDEOACUSTIC if he becomes a public official or, if it is a legal person, if a public official has a stake in his company.

11.5 The BUYER authorizes VIDEOACUSTIC to disclose to the competent bodies, information related to the violation of the anti-corruption laws contained in this Contract.

11.6 The BUYER certifies that there is no conflict of interest or potential conflict of interest with VIDEOACUSTIC.

12. FORCE MAJEURE

12.1 "Force majeure" means the occurrence of an event or circumstance that makes it impossible or prevents a Party from performing one or more of its contractual obligations under these Conditions, to the extent that that party proves: (a) that such impediment is beyond its reasonable control, (b) that it could not reasonably have been foreseen at the time of the conclusion of the Contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

12.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to satisfy conditions (a) and (b) of paragraph 1 of this Condition: (i) war (whether declared or not), hostilities, invasion, acts of foreign enemies, extensive military mobilization; (ii) civil war, riots, rebellion and revolution, usurpation - military or otherwise - of power, insurrection, acts of terrorism, sabotage or piracy; (iii) monetary and trade restrictions, embargo, sanction; (iv) act of a public authority, whether legal or illegal, compliance with any law or governmental order, expropriation, occupation of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged interruption of transportation, telecommunications, information or energy systems; (vii) general labour disturbances such as boycott, strike and lockout, zeal strike, occupation of factories and premises.

12.3 The Party successfully invoking this clause shall be relieved of its duty to perform its obligations under the Contract and from any liability for damages or any other contractual penalty for breach of the Contract, from the moment the impediment has caused the inability to perform it, provided that it gives notice without delay. If the notification is not made without delay, the exemption from liability shall be effective from the moment the notification reaches the other Party. Where the effect of the impediment or fact invoked is temporary, the aforementioned consequences shall apply only as long as the impediment invoked prevents the performance by the Party concerned of its contractual obligations. Where the duration of the invoked impediment has the effect of substantially depriving the Parties of what they were reasonably entitled to expect under the Contract, either Party shall be entitled to terminate the Contract by giving notice to the other Party with reasonable notice. Unless otherwise agreed, the Parties expressly agree that the Contract may be terminated by any of them if the duration of the impediment exceeds 120 calendar days.

13. APPLICABLE LAW AND COMPETENT JURISDICTION

13.1. This Agreement shall be governed by Spanish ordinary law.

13.2. The Parties expressly waiving the jurisdiction that by reason of domicile or any other circumstance may correspond to them, unless they have recognized a specific jurisdiction by the application of mandatory legal provisions, expressly submit to all questions arising between them on the occasion of the interpretation, fulfillment or execution of this Contract, to the Courts of the city of Valencia (Spain).

The purchase of products, services and/or ancillary services is subject to these Conditions, which I declare to receive, know and accept in their entirety, being incorporated into the contractual relationship, – *especially in relation to generalities, price and form of payment, placing orders, delivery conditions, reservation of title in favor of VIDEOACUSTIC, guarantee and limitation of its liability, use of the BUYER's data, export, applicable law and jurisdiction* -, by the mere fact of placing an order, being from that moment bound by them.